

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDED AND RESTATED RULES  
OF  
SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.**

**Document reference.** Reference is hereby made to the following instruments, all filed of record in the Official Public Records of Williamson County, Texas:

- (i) that certain Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Texas, filed as Document No. 2009063124 (the "Declaration");
  - (ii) those certain Amended and Restated Bylaws of Sun City Texas Community Association, Inc., filed as Document No. 2011087326, as amended by the Amendment filed of record as Document No. 2014034871 (the "Bylaws"); and
  - (iii) those certain Amended and Restated Rules of Sun City Texas Community Association, Inc. ("**Rules**") , filed of record in Document No. 2016117974 and those certain Use Restrictions ("**Use Restrictions**") filed as Exhibit C to the Declaration; and
  - (iv) the Policies ("**Policies**") filed of record in Document No. 2019048936, and such other Policy filings as referenced in said document;
- all as may be amended from time to time.

*The attached rules replace and supersede the **Rules** as defined above.*

WHEREAS, the Declaration governs and restricts the use of residential lots and common areas within the Sun City Texas development, and provides that owners of such lots are automatically made members of Sun City Texas Community Association, Inc. (the "Community Association");

WHEREAS, the Community Association's Board of Directors (the "Board") is authorized under Section 4.2(a) of the Declaration and Section 3.23(f) of the Bylaws to adopt Rules that modify, cancel, limit, create exceptions to, or expand the Use Restrictions filed as Exhibit "C" to the Declaration, and under that authority has previously adopted the Rules; and

WHEREAS, the Board has voted to amend and restate the Rules, which supplement the Policies and Use Restrictions of the community to provide additional restrictions;

THEREFORE, the Rules have been, and by these presents are amended and restated and replaced by the Amended and Restated Rules of Sun City Texas Community Association, Inc., attached hereto as Exhibit "A".

SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.

Acting by and through its Board of Directors

Filed of record by Niemann & Heyer LLP, attorneys and authorized agents,  
filing in accordance with Chapter 202, Texas Property Code

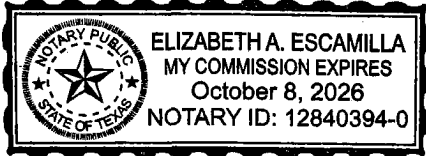
By: Patrice Arnold  
Patrice Arnold

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 27<sup>th</sup> day of November 2023, by Patrice Arnold in the capacity stated above.



*Elizabeth A. Escamilla*  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Exhibit "A"

**AMENDED AND RESTATED RULES  
OF  
SUN CITY TEXAS  
COMMUNITY ASSOCIATION, INC.**

**Adopted and Approved the 24<sup>th</sup> day of August, 2023**

## Table of Contents

- I. Introduction
- II. Authority; Rules and Use Restrictions; Enforcement
- III. Members and Other Occupants; General Rules of Conduct and Communication
  - A. Members and Other Occupants
  - B. General Rules of Conduct
  - C. Communication
- IV. Activity Cards
  - A. Activity Cards Issued to Qualified Occupants (“ID Badges”)
  - B. Guest Activity Cards (“Guest Cards”)
  - C. Activity Cards Issued to the Declarant
  - D. Temporary Activity Cards (“Temporary ID Badges”)
- V. General Rules for Common Areas
  - A. Introduction
  - B. Firearms/Weapons Prohibited
  - C. Prohibition on Altering or Modifying Common Areas
  - D. Pocket Parks in Sun City Texas
  - E. Camera and Other Surveillance Equipment
  - F. Unmanned Ariel Systems (Drones)
- VI. Rules for Community Association Facilities
  - A. Introduction; General Facility Rules
  - B. Community Association Bulletin Boards
  - C. Fundraising Events
  - D. Restaurants and Catering
  - E. Social Center
  - F. Crafts Center
  - G. Fitness Center
  - H. Swimming Pools & Spas
  - I. Tennis Courts
  - J. Woodshop
  - K. Horseshoe and Washers Courts
  - L. Bocce Courts
  - M. Activity Center
  - N. Sun City Gardens
  - O. Billiards Center
  - P. Softball Complex

- Q. Pickleball Courts
- R. Dog Park
- S. Fishing Ponds
- T. Disc Golf

## VII. Rules for Preserves, Parks and Other Open Space Areas

- A. Preserve Areas
- B. Parks
- C. Trails
- D. Other Rules
- E. Wildlife Management

## VIII. Rules for Golf Courses

## IX. Leasing Rules

## X. Open House Event Rules

## XI. Enforcement Policy

## XII. Transfer Fees

## XIII. Assessment Collection Policy

**Definitions:** Capitalized terms used in these Rules have the definitions prescribed to those terms in the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Texas, including any amendments thereto, or are otherwise defined herein.

## **I. Introduction**

These Rules for **SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.** (the “Community Association”) are established by the Community Association’s Board of Directors (the “Board”) under authority granted in the Declaration and the Community Association’s Bylaws. These Rules are designed to ensure that the Community Association serves the best interests of the greatest number of Members/Occupants. More particularly, these Rules establish general requirements for Member/Occupant conduct and communication (Section III), create uniform procedures for the issuance of activity cards (Section IV), and set forth uniform restrictions for the use of Common Area generally (Section V), Common Area facilities (Section VI), preserves, parks and other Common Area open space (Section VII), and the Golf Courses (Section VIII). The Board may amend these Rules and Regulations from time to time.

The Rules apply to, and are enforced equally against, all Members and other Occupants, family members, guests and invitees. While Members and other Occupants, along with their family members and guests, are entitled to enjoy the Community Association’s facilities and other Common Areas, they should use common sense and be courteous and respectful of others when doing so.

Sun City Texas is an age-restricted community. Community Association facilities are meant primarily for the enjoyment of Members of the Community Association and other Occupants. Guests or visitors may be accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of Members and other Occupants. Further, while every effort is made to provide comfortable use of the Community Association facilities by all Members and other Occupants and their guests, the Community Association’s facilities are not intended to serve the general public and therefore will not always have similar specifications of those found in public accommodations. While the Community Association will attempt to accommodate Members and other Occupants with special needs, it reserves the right to charge the cost of providing the special accommodation to the requesting individual.

## **II. Authority; Rules and Use Restrictions; Enforcement**

The Board is authorized to make and enforce these Rules under the Declaration and the Community Association’s Bylaws. This authority includes the ability to regulate the use of Common Areas (and related facilities), to establish administrative procedures for the Community Association, and to amend the Use Restrictions attached as Exhibit “C” to the Declaration. In general, these Rules relate to the use of Common Areas (and related facilities) and the administrative procedures of the Community Association, while the Use Restrictions relate to the use of Lots, making a conflict between these Rules and the Use Restrictions unlikely. Nevertheless, to the extent that any Rule contained herein conflicts with one or more of the Use

Restrictions, the Rule shall control. In the event of any conflict between these Rules and the other Governing Documents (except the Use Restrictions), the provision in the other Governing Document(s) shall control. These Rules are binding upon all Members/Occupants, and their family members, guests and invitees.

The Declaration provides the Community Association the means to ensure compliance with these Rules (and other Governing Documents), and specifically establishes the following enforcement remedies in the event of a violation, which may be exercised individually or cumulatively:

- A. The right to suspend a Member's voting rights;
- B. The right to levy reasonable monetary fines;
- C. The authority to suspend a Member's/Occupant's right to use any of the Community Association's recreational facilities; and
- D. The authority to suspend a Member's/Occupant's right to serve as an officer of a chartered club.

The Board and/or the Covenants Committee may assess fines and adopt a fine schedule for any violation of these Rules or the other Governing Documents.

The Executive Director and his designee(s), including Community Association staff, are responsible for enforcing these Rules, and shall inform Members/Occupants, family members, guests and invitees of any violation of the Rules and, when necessary, report such violations to the Community Standards Director, the Covenants Committee and/or the Board.

Members/Occupants may be requested to appear before the Covenants Committee and/or the Board to discuss an alleged infraction of these Rules or the other Governing Documents. In the event that a Member is charged by the Covenants Committee with responsibility for a violation, that Member has the right to appeal the decision of the Covenants Committee to the Board, as provided in the Bylaws and the Resident Appeals to the Board of Director Policy.

### **III. Members and Other Occupants; General Rules of Conduct and Communication**

#### **A. Members and Other Occupants**

Pursuant to the Declaration, each owner of a Lot shall be a Member of the Community Association. If a Lot is owned by more than one person, all co-owners share the privileges of such membership, as provided in the Declaration.

In addition to the Members, the community of residents within Sun City Texas includes other Occupants (i.e., renters, non-Owner spouses, and other persons living in Sun City Texas who are not Owners of a Lot). Generally speaking, these other Occupants have a right to use Community Association Common Area properties and facilities and to

benefit from Community Association services. These other Occupants do not, however, have the right to vote on Community Association matters, serve as a director or committee member, or to exercise any of the other rights expressly reserved to the Members of the Community Association.

B. General Rules of Conduct

1. Members, Occupants, family members, guests and invitees shall conduct themselves so as not to jeopardize or interfere with rights and privileges of other Members, Occupants, family members, guests and invitees.
2. Members are responsible for the conduct of their Occupants, family members, guests and invitees, including the obligation to ensure that their conduct complies with these Rules and the other Governing Documents.
3. Members, Occupants, family members, guests and invitees shall refrain from loud, profane, indecent or abusive language.
4. Members, Occupants, family members, guests and invitees shall not harass or accost any other Persons while on the Properties.
5. Members, Occupants, family members, guests and invitees shall not compromise the safety of other Persons by their actions.
6. Members, Occupants, family members, guests and invitees shall refrain from physically abusing, or threatening physical abuse against, any other Person while on the Properties. Any such actions or threats shall be reported to local law enforcement authorities.
7. Members, Occupants, family members, guests and invitees shall be held responsible for any intentional or reckless damage to Community Association property.
8. Members, Occupants, family members, guests and invitees shall not reprimand or discipline any Community Association staff employee or any elected or appointed member of any Community Association governance committee, or otherwise interfere with the management of the Community Association. Complaints are to be directed to the Executive Director. The Executive Director will require that the complaint be submitted in writing before taking action on the complaint.
9. Members, Occupants, family members, guests and invitees shall obey all safety rules and shall stop unsafe activity when instructed by Community Association officials, staff, and employees or designated facility monitors.
10. Members, Occupants, family members, guests and invitees shall not interfere with management of the Community Association.



### C. Communication

The following guidelines are applicable to oral and written communications within resident committees and with Community Association staff:

1. Everyone has a right to speak, to be heard, and to be treated with polite respect (according to applicable guidelines).
2. Everyone is expected to act in a manner conducive to a reasonable and rational exchange of ideas, facts and opinions.
3. Facts should be presented clearly and accurately, with appropriate credit given where due. Opinions should be identified as such.
4. Comments should be concise, relevant and free of derogatory intent.
5. Accusation, blame and defamation should be avoided.
6. Errors, misrepresentations, and omissions should be promptly acknowledged and politely corrected.

## IV. **Activity Cards**

The issuance and use of an ID Badges is governed in the Declaration and this Rule. ID Badges may be issued to: (A) a Qualified Occupant of a Dwelling Unit (whether that Qualified Occupant be an Owner, renter or otherwise), (B) to guests of the Owner or Qualified Occupant, (C) to the Declarant for purposes of marketing Declarant-owned Lots; and (D) to Persons who have a valid contract to purchase a Lot.

ID Badges are issued at the Community Association's administrative office and entitle the holder to use the Community Association's fitness center and other Community Association facilities. Only individuals who possess and present valid ID Badges are entitled to use these facilities. The unauthorized use of ID Badges and the use of false information in obtaining activity cards is a violation of these Rules and may result in fines, loss of membership privileges, or other enforcement action. A person who issued an ID Badges is prohibited from charging guests or other persons for use of such ID Badges and/or the Community Association's facilities.

### A. ID Badges Issued to a Qualified Occupant

1. *General.* The Owner of a Lot occupied by an Age-Qualified Occupant is entitled to receive up to two (2) complimentary ID Badges for use by Qualified Occupants, irrespective of whether the Qualified Occupant is the Owner, a renter or otherwise. An Owner who rents his or her Lot to a Qualified Occupant is deemed to have assigned the rights to these two (2) ID Badges to the renter. (Note that the right to

rent a Lot is restricted under the Declaration, including the Use Restrictions attached as Exhibit C to the Declaration) .

2. Who may be issued a complimentary ID Badge. The first of the two complimentary ID Badges must be issued to an Age-Qualified Occupant, which generally means an Occupant who is at least 55 years of age or older (see Declaration). The second complimentary ID Badge can be issued to any Person who is a Qualified Occupant (see Declaration), which generally includes another Age-Qualified Occupant or any Person who is 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant. Alternately, if only the Age-Qualified Occupant resides in the Dwelling Unit, the second complimentary ID Badge may be issued not to a particular Person but instead in the name of the “guest of” the Age-Qualified Occupant, and may be used by any guest of such Age-Qualified Occupant. The Community Association may require proof of occupancy or other information to ensure that an applicant for an ID Badge is a Qualified Occupant. Each ID Badge, other than one issued in the name of the “guest of” an Age-Qualified Occupant, shall include a photograph of the holder of the ID Badge. Complimentary ID Badges remain valid until surrendered, until the related right is suspended by the Board for failure to pay assessments or otherwise, or until the holder is no longer a Qualified Occupant, whichever occurs earlier.
3. No more than two complimentary ID Badges. The Community Association shall ensure that each Dwelling Unit is issued no more than two (2) complimentary ID Badges at any given point in time. In order for a new complimentary ID Badge to be issued, one of the previously-issued complimentary badges must be surrendered. The foregoing notwithstanding, the Community Association may issue replacement ID Badges if the original ID Badge has been lost, but may require the person making the request to sign a statement attesting to the fact that the ID Badge has in fact been lost and to pay a reasonable fee for the replacement.
4. Purchase of additional ID Badges. Additional ID Badges may be purchased at the Community Association administrative office for other Qualified Occupants. The rate for the additional ID Badges shall be set by the Board from time to time. The charge for an additional ID Badge is historically set at 50 percent of then-current annual Base Assessment charge pro-rated for the remainder of the then-current calendar year. A Person who is temporarily residing within a Dwelling Unit or who does not otherwise meet the definition of Qualified Occupant is not eligible to receive an additional ID Badge and is considered a guest. Purchased ID Badges are automatically renewed at the beginning of each calendar year, and a related charge levied against the Member’s account, unless and until the ID Badge is surrendered.
5. Additional restrictions on ID Badges issued to renters. A Qualified Occupant who is occupying the Dwelling Unit under a rental agreement may receive and use an ID Badge subject to the following additional requirements:

- a. The right to use an ID Badge must not have been suspended as a result of the Dwelling Unit Owner failing to pay assessments or otherwise and the renter must not be the subject of any disciplinary action suspending privileges.
- b. A signed copy of a valid lease agreement that complies with the requirements for leases under the Governing Documents must be delivered to the Community Association administrative office along with payment of the then-current fee charged for transferring ID Badge rights to a renter and a security deposit. If badges are not returned, the deposit will be forfeited. If the renter is issued one of the complimentary ID Badges for the Dwelling Unit, the ID Badge shall be designated to expire at the end of the lease term. If the lease is extended, the renter must turn in an executed copy of a valid lease extension and pay the related ID Badge renewal fee to renew the ID Badge(s).
- c. Renters and other non-Member Occupants presenting valid ID Badges or Guest of Badges, including Guest of Cards, have all privileges associated with membership except the right to vote in Community Association affairs, to serve on any Community Association advisory committee, or to be elected to the Board of Directors.

B. Guest Activity Passes (“Guest Passes”)

1. General. Each Dwelling Unit receives 48 complimentary Guest Passes each year, which enable the guests of a Qualified Occupant holding a valid ID Badge to use the Community Association’s facilities. Renters receive 24 complimentary passes a year. Guest Passes are valid during the then-current calendar year and expire at the end of the year.

Guest Passes are issued electronically at the Social Center Member Services desk and at the Fitness Center. Additional Guest Passes may be purchased by the holder of a valid ID Badge at the Community Association’s office for a fee set by the Board. Single-day Guest Passes may be purchased by the holder of a current ID Badge at the Fitness Center for a fee set by the Board.

2. Requirements of use. All Guest Passes, whether annual or daily, are non-transferable. If the facility being accessed is attended by Community Association staff, a Resident must accompany the Guest and Sign them in to the register, present their ID Badge and have a Guest Pass redeemed for each guest entering the facility. This process is required each day a guest enters the facility but only once per day. The Resident does not have to stay with the guest after signing them in if the guest is an adult. If the facility is unattended, the guest must have the Resident ID badge on his or her person at all times while using that facility and present it to any requesting staff member.

C. ID Badges Issued to the Declarant

The Declarant has the right to receive ID Badges from the Community Association as specified in Section 13.1 of the Declaration.

D. Temporary ID Badges

As is provided in Section 13.1 of the Declaration, the Board may issue Temporary ID Badges to a Person who has signed a binding contracts to purchase a Lot and who, upon closing the purchase, will meet the requirements of an Age-Qualified Occupant, subject to the following restrictions:

1. Requirements. A Person qualified to receive a Temporary ID Badge shall be entitled to receive one (1) such badge upon presentation at the Community Association office of a valid and binding contract to purchase a Lot, proof of appropriate age, and a completed application form for such badge. The applicant must additionally pay at the time of issuance a fee equal to the Base Assessment levied against the Lot for the period that the badge is valid or for two months, whichever is greater.
2. Related rights. A Temporary ID Badge shall vest in the holder all the rights associated with an ID Badge issued to a renter (e.g., the holder cannot vote on Community Association matters or serve as a director or committee member), with the exception that the holder is not entitled to receive annual golf or trail passes or to receive Guest Cards. A Temporary ID Badge shall be valid only from the date of issue until the date that the Lot purchase is closed or the sales contract is terminated, whichever is earlier. In no event shall a Temporary ID Badge be valid for more than 90 days after the date of issue.
3. Surrender. A Temporary ID Badge must be surrendered to the Community Association once it has expired and prior to the Community Association being obligated to issue permanent ID Badges or Guest Cards for the Lot and Dwelling Unit in question.

**V. General Rules for Common Areas**

A. Introduction

The Common Areas within Sun City Texas generally consist of the real property within the development other than the Lots, which is maintained for the benefit of the Members and other Occupants, including all buildings and other improvements located thereon. The rights and obligations of Members/Occupants and other persons when using the Common Areas are established in the Declaration and in these Rules. Specific Rules related to the use of Community Association facilities, Preserve Areas, parks and open space, and the Golf Courses are set forth below (in Articles VI, VII and VIII, respectively).

B. Firearms/Weapons Prohibited

The possession of firearms by any Person while on the Common Areas is prohibited, except firearms carried by a peace officer and/or firearms carried by animal control personnel or such other person who may be expressly authorized in writing to carry a firearm on Common Areas by the Board of Directors or their designee. Firearms that are locked in a vehicle while the owner is in transit from one location to another are not prohibited.

The Association shall post, as it deems appropriate, one or more signs at the entry points to the Community Association facilities in compliance with Texas Penal Code Section 30.06(c)(3)(B), or any successor statute, to advise Persons entering such facilities of this prohibition.

Further, the sale of weapons and ammunition is strictly prohibited on the Community Association's website and at any CA sponsored events, including but not limited to the Garage Sales and Fairs.

C. Prohibition on Altering or Modifying Common Areas

Except as provided in paragraph D below, the Community Association has the sole right to alter or modify Common Areas, including related facilities and improvements. No other person, except with the express written authority of the Community Association Board of Directors, generally through an approved Strip Lease per the Strip Lease Policy, shall alter, modify, or remove any Common Area or related improvements. By way of example and not limitation, Members/Occupants are prohibited from mowing, fertilizing, applying pesticides, planting or removing plants, adding or removing furniture or signage, displaying flags, or otherwise altering Common Area open space, including the Golf Courses, Preserve Areas, and other open space Common Areas. Should an infraction by a resident or neighborhood group be observed, the matter should be referred to the Office of Community Standards.

D. Pocket Parks

1. These rules shall apply to Pocket Park Agreements between the CA and the respective residents named in those Agreements, and any subsequent pocket parks which might be established ("Pocket Parks"). The Property and Grounds Committee will conduct annual inspections to ensure that the Parks are being maintained in accordance with their respective Pocket Park Agreements. Potential discrepancies identified will be forwarded to the CA staff for evaluation and further action, and the neighborhood group will be contacted when necessary. Should enforcement action be required the matter will be referred to the Office of Community Standards.

2. Any homeowner who is a member of a neighborhood group that maintains a pocket park and who is selling his/her residence, must disclose to the buyer that the CA Board of Directors has approved the Pocket Park, the changes to the common area that have been made, and the specific maintenance obligations that are required.

3. A new owner of a home whose previous owner was a signatory to a Pocket Park Agreement has the option to sign the Pocket Park Agreement as a participating member or decline to join the neighborhood group.
4. Existing Pocket Park groups desiring to make additions or changes to a Pocket Park or Pocket Park Agreement must submit a written request to the Property and Grounds Committee before any changes are made. No additions or changes will be made to a Pocket Park unless pre-approved by the CA Board of Directors.
5. Neighborhood groups desiring to terminate a Pocket Park Agreement must submit a request in writing to do so to the Property and Grounds Committee.
6. Such requests must be submitted and signed by at least a majority of the current homeowners of the homes represented by the original petitioners.
7. Approval of termination requests may include the requirement to restore the CA grounds to its original condition and/or remove any items approved for installation in the Pocket Park, any cost of which must be borne by the members of the neighborhood group.
8. The Property and Grounds Committee shall review and process request for termination of a Pocket Park Agreement, and at the completion of its review and documentation work shall send any recommendations for termination of a Pocket Park to the CA Board of Directors for approval.
9. If one or more members of the neighborhood group decide to discontinue involvement in the Pocket Park, then the remaining members must either absorb the additional workload and cost of maintaining the Pocket Park in accordance with the Pocket Park Agreement or request to terminate the Pocket Park Agreement.
10. The Pocket Park must be maintained at least to the standards of adjacent CA common areas including cutting grass and maintaining natural vegetation and plantings. The specific maintenance requirements will be specified in the Pocket Park Agreement.
11. Any equipment added to the Pocket Park must be kept clean and in operating order.
12. Trees and shrubs outside the Pocket Park itself but in the Pocket Park area prior to approval will not be damaged or removed without written permission from the CA staff and approval by the Property and Grounds Committee. All trees or shrubs including any approved additions within the approved Pocket Park will be maintained by the neighborhood group to ensure proper growth.
13. The CA Board of Directors may terminate a Pocket Park Agreement. This action may be taken in the event the neighborhood group requests termination or fails to comply with the provisions of these Rules, or specified in the Pocket Park Agreement or subsequent changes in these Rules by the CA Board of Directors.

14. All items placed in the Pocket Park become the property of the CA; however, the CA does not accept any responsibility for maintaining any items placed therein by the neighborhood group.

15. The CA may remove and dispose of any equipment, tree, or shrub within a Pocket Park that has deteriorated or become unsightly. The CA is not required to replace any item or plant removed or to provide any compensation for the removal.

#### E. Camera and Other Surveillance Equipment Use and Installation

The intent of this rule is to balance a homeowner's ability to install personal surveillance / security devices for their home with the considerations of privacy and peaceable enjoyment of property by neighbors. All neighbors have a right to be free from nuisances. Installations in violation of this rule will be deemed a nuisance.

Architectural approval required. As with any other exterior alteration, plans and specifications for any camera installation must be submitted to the Modifications Committee and must be approved prior to installation. See the Design Guidelines for requirements.

In addition, the installation will only be approved after considerations of the neighbors' privacy and quiet use and enjoyment of their property have been made.

Applications to install a home camera must include a plot plan showing the camera's location, materials, and specifications as to the materials, size, shape, angle and field of view of the camera.

Camera field of view; specifications. No camera (including those installed in the interior of a home) may be positioned, installed or operated so as to view areas beyond the installer's own home or lot in which neighbors have a reasonable expectation of privacy. For example, and without limitation, no camera may be positioned so as to capture images of a neighbor's door or window. The association shall have the right upon request to require owners to allow one or more association representatives to view the footage of the camera so as to confirm the image area captured by the camera.

All cameras must be installed in as unobtrusive and non-visible location as reasonably possible.

In addition to all other remedies available, the association may require any owner in violation of this rule to remove or relocate the camera installation.

##### 1. License Plate Readers

Installation: The Association may install cameras on common areas and subdivision streets. The cameras may be license plate readers, or may be functioning or non-functioning (dummy installations). THESE ARE NOT SECURITY CAMERAS.

No Live Monitoring/No Promise of Security. Any functioning cameras may not be monitored Live. Some cameras may be dummies. NO ONE SHOULD RELY ON ASSOCIATION

## CAMERAS FOR SECURITY OR SAFETY.

Storage of Footage: The Association has no duty to save footage for any period.

Release of Footage: Camera footage, to the extent retained, will be released only to law enforcement or pursuant to a legal subpoena.

### F. Unmanned Aerial Systems “UAS” (Drones)

The Federal Aviation Administration (the “FAA”) provides that any drones used for recreational purposes are considered model aircrafts. As used herein, a drone is any aircraft without a human pilot on-board, including unmanned aircraft systems (“UAS”) or unmanned aerial vehicles (“UAV”). The flight is controlled either autonomously by onboard computers that have been programmed by the pilot or by the remote control of an individual on the ground. For purposes of this definition, drones shall also include unmanned aircrafts with video capabilities. The flying of UAS is allowed only in designated areas unless approved in advance by the Executive Director and/or Board of Directors.

The use of UAS in Sun City Texas requires compliance with all applicable federal and local laws, as amended from time to time, including but not limited to, the FAA Model aircraft Rules, specifically the FAA Modernization and Reform Act of 2017, as well as the following requirements:

1. A UAS must be flown within visual line of sight of the person operating the aircraft.
2. UAS must be for hobby or recreational purposes only. Commercial UAS operations are not authorized in Sun City Texas unless specifically authorized by the Board of Directors.
3. A UAS must weigh less than 15 lbs.
4. A UAS must not endanger manned aircraft.
5. If flown within 5 miles of an airport, including the Georgetown Municipal Airport, the operator must provide the airport operator with prior notice of the operation by telephoning the Tower operator prior to flying and have the airport operator’s permission. The Georgetown airport tower telephone number is 512-868-3580.
6. UAS must be operated in accordance with the Academy of Model Aeronautics (“AMA”) and its safety code, as amended from time to time.
7. If a UAS is flown with video capabilities (i.e. first person video – “FPV”) it must comply with AMA’s FPV Rules (AMA Document #550), as amended from time to time.
8. A UAS may not be utilized in Sun City Texas if such use harasses, disturbs and/or breaches the peace of any resident or guest. In addition, UAS may not be used for stalking residents or guests.



9. The use of imaging technology for aerial surveillance with radio control model aircraft or UAS having the capability of obtaining high-resolution photographs and/or video, or using any types of sensors, for the collection, retention or dissemination of surveillance data information on individuals, homes, businesses, or property at locations where there is a reasonable expectation of privacy is strictly prohibited in Sun City Texas , unless written expressed permission is obtained from the individual property owners or managers.
10. The operation of UAS, shall be in accordance with the Safety Guidelines as provided by the Sun City Radio Control Modelers.

## **VI. Rules for Community Association Facilities**

### **A. Introduction; General Facility Rules**

Sun City Texas is a multi-building and facility complex, which includes a social center, amenity centers, amphitheater, crafts center, fitness centers, activity center, tennis courts, bocce courts, horseshoe/washers courts, veteran's memorial, woodshop, billiards center, pickleball courts, dog park, softball field, Berry Creek park, disc golf, Pocket parks, pavilions, Silver Hall, and horticulture gardens. Use of these facilities is governed by these Rules, the other Governing Documents, and any other rules that may be posted or promulgated by the Community Association.

The installation of closed-circuit television monitoring systems will only be considered for safety and security reasons. Requests for systems will be submitted to the Property and Ground Committee for consideration.

Appropriate dress is required in all Community Association facilities. Upper body garments must be worn in all facilities, except males using aquatic facilities. Bathing suits are required in all aquatic facilities. Appropriate athletic apparel is required in athletic sport areas, include appropriate footwear and/or clothing.

All Community Association facilities are tobacco free environments. However, smoking and vaping are permitted outside of these facilities in those areas that are at least 15 feet away from related entrances.

Guests using the Fitness Center must register upon entering that facility in accordance with Section IV.B. Guests entering any facility or participating in any activity that is not staff-supervised shall comply with the rules for such use, including any established by a managing club.

An adult must supervise guests under the age of 19 at all times while at Community Association facilities, unless that guest is 18 years of age and holds a current military ID card.

No Person shall permit a domestic pet or other animal to enter a Community Association facility, with the exception of animals trained to assist disabled persons who are under the direct control of such person.

B. Community Association Bulletin Boards

Bulletin boards are installed throughout the Community Association facilities and are available for use by Members and other Occupants subject to these Rules:

1. Other than the resident bulletin board, only material related to Community Association events, activities approved by the appropriate Community Association staff, or Declarant-sponsored activities, may be placed on the bulletin boards.
2. Nonprofit information may not be posted on bulletin boards, other than in conjunction with a specific fundraiser or event.
3. Commercial solicitation of any nature may not be placed on the bulletin board with the exception of paid seminars booked in Sun City Texas meeting room space, open to all residents and further approved by the appropriate Community Association staff.
4. Community Association staff must approve all announcements before being posted on the bulletin boards in the lobbies of the Social Center, Activities Center, The Retreat, Silver Hall, Northpoint and Cowan Creek Amenity Centers.
5. All postings must comply with size and duration restrictions, as established by Community Association staff. Currently, the maximum size of a posting is 8.5"x11" and the maximum period of time that an item can be posted is 30 days.
6. Clubs may not have more than one announcement posted at any given time.
7. Posters and freestanding advertisements in Community Association facilities are permitted only with the advance approval of the appropriate Community Association staff. Easels are not permitted under any circumstances; in the past, easels have proven to be safety hazards to some of our elderly residents.
8. The resident "For Sale" bulletin board is provided for Member/Occupant use only and only to provide notice of a desire to sell or giveaway items or rent, purchase a private property. The resident bulletin board may not be used for any other purpose, including but not limited to solicitation related to commercial endeavors or the sale of weapons.

To place a notice on the resident "For Sale" bulletin board, Members/Occupants must submit to a Community Association staff 3" x 5" index card containing a brief description of the item, the price of the item, a contact phone number, and a picture if desired. No more than two index cards per household will be posted at a time. The Community Association staff will then post the provided index card for a period of

two weeks. If the item is not sold at the end of the two-week period, the resident may request an additional two-week extension based on space availability.

If the property is sold, rented or received before the current expiration date, the Member/Occupant requesting the posting is required to contact the Community Association staff so that the posting may be removed.

C. Fundraising Events

The Community Association permits the Common Area facilities to be used for private fundraising events, subject to the following Rules:

1. Community Association staff must approve in advance use of the facilities for a fundraising event. The Executive Director or his designee has the authority to deny use of the facilities for any fundraising event that is inconsistent with Community Association policy.
2. Room rates for fundraising events are approved by the Board and available from Community Association staff.

D. Banners

**Sun City permits the use of promotional banners during limited times when associated with approved activities or events. The Executive Director or his designee has the authority to specify the periods of time that banners may be posted or to deny the use or posting of banners for any activity that is inconsistent with Community Association policy. Requests to post banners should be made at the time the facility use request is made.**

E. Restaurants and Catering (reformat all letters from here if banners are approved)

The restaurant located in the Community Association at the White Wing clubhouse is operated by independent local proprietors.

Catering services are available for the following sites: Six Flags Ballroom and Ballroom Patio, Legacy Hills Park Pavilion, Atrium, Cowan Creek Pavilion, the Meeting Rooms at the Cowan Creek Amenity Center, Silver Hall, Meeting Rooms at The Oaks and the Retreat. Only caterers designated on the Authorized Caterers List may be utilized. Community Association staff can provide this information to interested parties.

E. Social Center

The Social Center is a private facility for use by Members/Occupants and their guests. It has the Six Flags Ballroom, which may be divided into smaller multipurpose rooms to accommodate groups of various sizes. The Social Center also has a small kitchen, library and lounge area.

The Community Association administrative offices are located in the Social Center. ID Badges and other Community Association matters/materials can be handled/obtained at these offices. The facility also houses Community Association staff involved with room scheduling, activity coordination, maintenance, communications, I.T., administration, human resources, club administration and event planning. The Executive Director and the Director of Finance offices are also located here. Rooms within the Social Center are available for reservations through Community Association staff.

The Board will set hours of operation for the Social Center. Special events may occur outside of normal hours of operation, with the approval of the Executive Director or his designee(s).

Located behind the Social Center is the Veteran's Memorial Plaza that is maintained in accordance and compliance with Property and Grounds recommended and Board approved policy.

F. Crafts Center

The crafts center provides space for a diversity of craft-related charter clubs and their activities. These clubs operate independently and may provide their own monitors and set hours of operation for their assigned facilities. Charter clubs are subject to administrative rules and guidelines established by the Board.

G. Fitness Center

Fitness Centers are private facilities for Members/Occupants and their guests. Orientation packets are available at all four Fitness Centers and every resident is required to complete an orientation session prior to using the Fitness Center. Fitness specialists are also available by appointment.

1. *All persons using equipment in the Fitness Center do so entirely at their own risk.* An adult must supervise guests under the age of 19 at all times, with the exception of an 18 year old guest with a military ID. Persons under the age of 16 may not use the weight machines or fitness equipment, even under the supervision of an adult. Children under the age of 4 are prohibited from entering the Fitness Center, including the swimming pool area, at any time.
2. Persons with known medical problems or who are unsure of their physical condition are advised to consult with a physician before engaging in exercise activity.
3. Fitness Center hours of operation are established by the Board.
4. Fitness Center aerobics rooms may be reserved by chartered clubs and SIGS through the Fitness Center on a quarterly basis. Group classes open to all Members/Occupants have priority. See Facilities Reservation Policy for more information.

5. Caregivers need to sign in as a Guest if they use any fitness equipment or are engaged as a class participant.
6. Outside, private aerobic instructors, fitness trainers or therapists are not permitted. Qualified fitness instructors and trainers are available through the Fitness Center. All club programs and instructors are approved through the Fitness Director.
7. The Sun City Texas Community Association is not responsible for injuries incurred using the Fitness Centers.

#### H. Swimming Pools & Spas

*All persons using the Community Association pools, spas and related facilities do so at their own risk. Lifeguards are not provided.* These facilities are for the private use of Members/Occupants and their guests. Flotation devices and a rescue hook are available for emergency purposes only. In addition, the following Rules apply:

1. All persons are required to shower before entering a pool or spa. If suntan lotions or other similar preparations are used, showering is required before each use of the pool or spa. Showering after using the pool is recommended.
2. Cut-off shorts and loose clothing may not be worn when using the pools or spas.
3. Running, jumping, horseplay or diving into a pool or spa is prohibited.
4. Loud sound-producing equipment such as telephones, radios, boom boxes and musical instruments are prohibited unless ear buds are used but, not limited to these sound items, with the exception that water exercise classes may use sound equipment as necessary to conduct their program and music provided by the fitness centers sound system.
5. A section of the pool deck perimeter is reserved for walking, safety and emergency purposes. No obstruction of any kind will be permitted in this area.
6. Food and non-alcoholic beverages may be consumed at the outdoor pool in areas provided with tables and chairs. Tobacco products may be used, but only in those areas provided with disposal receptacles, which are located outside the outdoor pool fence. **Glass containers, chewing gum and alcoholic products are strictly prohibited.**
7. Oversize inflatable or flotation devices are not permitted in Community Association pools and spas, including but not limited to automobile inner tubes, air mattresses, surfboards, and floating chairs.
8. Lane ropes, ramps and stair rails are installed to assist and guide pool users. Standing or sitting on these items is prohibited.

9. Lap lanes in the inside pool are reserved for lap swimming and water walking only. Stationary water exercise is not permitted in the lap lanes. A recreational lane, when provided, may be used for designated activities such as aquatic exercise. Everyone must sign in before entering a lap lane on the sign-in sheet provided. Lanes must be shared if there is no open lane. Use of a lap lane is limited to 30 minutes if someone is waiting and each lap lane is being used by 2 (or more) persons. All Members/Occupants are responsible for assuring that they and their guest immediately exit all pool, spas, and areas around the pools including umbrella areas and pool furniture if thunder and lightning is observed. No one is allowed to remain outside around the indoor and outdoor pools/spas when the pools are closed.
10. Any person failing to abide by stated policy or posted safety rules will be asked to leave the pool area. The judgment of Community Association staff employees with respect to safety, decorum and sanitation will prevail.
11. The Fitness Director may issue and post additional rules for each pool, which may override or change these rules, including rules regarding the use of pools by children.
12. Both indoor and outdoor spas are heated to approximately 104 degrees. There is a 15-minute time limit in the spa due to the high temperature of the water.
13. Indoor pools are heated to between 83-86 degrees.
14. Any Person with a cardiac condition or using prescription medications should consult his or her physician before using the spas.
15. Use of pools and spas by children.
  - a. Guests under the age of 16 are prohibited from using the spas.
  - b. Children's hours have been designated and are posted at the monitor stations.
  - c. Guests under the age of 19 must be supervised by a Member/Occupant at all times, and never left unattended in the pool and spa areas with the exception of an 18-year-old guest with a military ID.
  - d. Members/Occupants and their guests are required to comply with all rules governing the use of the pools, and at no time should they inconvenience other users.
  - e. Children who are not completely potty trained are prohibited from using swimming pools, even with swim diapers.
  - f. Children are not permitted in the swim lanes at the Retreat outdoor pool.

#### I. Tennis Courts

The tennis courts are private facilities reserved for use by Members/Occupants and their guests. The Courts are to be used for tennis play only for all Members/Occupants and their guests. For more information on the court usage rules and regulations, refer to the

Sun City Texas Tennis Association (SCTTA) area of the Community Association website.

J. Woodshop

The woodshop is a private facility reserved for use by members of the Woodworkers Charter Club. This club and facility operate independently with its own monitors, rules and hours of operation.

K. Horseshoes Washers and Cornhole Courts

The horseshoe, washers and cornhole courts are private facilities for Members/Occupants and their guests. The following rules apply:

1. The courts are available for use during daylight time only (courts are not lighted).
2. Glass containers are prohibited.
3. No pets are allowed inside the court areas.
4. A group wishing to schedule an event and reserve a number of courts must request the reservation at least 30 days prior to the intended use from the President of the Horseshoes, Washers and Cornhole Club. If approved by the Horseshoe Washers and Cornhole Club, the reservation will constitute a Horseshoes Washers and Cornhole Club sponsored event.
5. Except for events sponsored by the Horseshoes Washers and Cornhole Club, the courts may not be reserved. The Horseshoes Washers and Cornhole Club may schedule leagues and open play and reserve a number of courts for such use. The schedule for when reserved play is to occur will be posted at the Horseshoes Washers and Cornhole courts. Sign-up sheets may be in effect for prime time play. Otherwise, a first-come, first-play policy is in effect.
6. Courts may be used by Members/Occupants and guests 19 years of age or older. A sign-in policy applies and guests must be accompanied by and under the supervision of a Member/Occupant at all times. Use of these facilities by guests must not inconvenience other Members/Occupants.
7. Children aged 12 and under may not play horseshoes or be present at the facility. Children aged 13-19 must be accompanied by an adult at all times and must play horseshoes from a distance of at least 30 feet.
8. Courts must be swept after use and the Horseshoes Washers and Cornhole equipment must be returned to storage. If washer covers were removed for play, they must be replaced.

L. Bocce Courts

1. The bocce courts are private facilities reserved for use by Members/Occupants and their guests.
2. The Courts are available for use during daylight time and during evening hours if/when lighting is on, lighting should turn on and off automatically.
3. Glass containers are not permitted.
4. With the exception of service animals, no pets are allowed inside the court areas.
5. A group wishing to schedule an event and reserve a number of courts must request the reservation by completing the reservation request form on the Bocce Club website.
6. The Bocce Club may schedule leagues and open bocce and reserve a number of courts for such use. The schedule for when reserved play is to occur will be posted at the courts otherwise, a first-come, first-play policy is in effect. The Bocce Club reserves the right to change/cancel reservations with adequate notice for special events that arise.

M. Activity Center

The Activity Center is a private facility for Members/Occupants and their guests. It contains a cyber (computer) center, classroom for the language club, conference room, atrium, three game rooms and three meeting rooms. The Activity Center is primarily used by charter clubs but may be reserved for other resident and non-resident activities. Activity center rooms are available for reservation through Community Association staff, except that meeting rooms and game rooms will not be assigned exclusively to any one club or group.

The Activity Center hours of operation are set by the Board. Special events may occur outside of normal hours of operation upon approval by Community Association management.

N. Sun City Gardens

Sun City Gardens is a Community Association amenity operated by the Sun City Horticulture Club. The club's membership provides funding and maintenance. Club by-laws and covenants govern the facility.

All Sun City Members/Occupants have access to the gardens by either becoming a member of the Horticulture Club or as a guest. For safety and security purposes, guests must be accompanied by a club member. A club member will be available at the gardens every Saturday morning from 9 a.m. to 11:00 a.m., weather permitting. The club's objective is to provide organic gardening in a secure environment.



O. Billiards Center

The Billiards Center is a private facility for CA Members/Occupants and their guests. The center is a free-standing building located at 1410 Sun City Blvd., across the street from pickleball courts and adjacent to the Veterans Memorial. This center is dedicated to billiards and has 8 pool tables. Use of the Billiards Center is subject to the following rules:

1. The Billiards Center is open from 8:00 a.m. until 9:00 p.m., Monday thru Friday, and 8:00 a.m. until 7:00 p.m., Saturday and Sunday, or posted hours.
2. The hours of operation of the Billiards Center are posted at that facility by the Billiards Club. As part of that posting, the Club shall have the right:
  - a. to restrict the play of CA Members/Occupants (and their guests) who are not club members to designated times.
  - b. to give priority to club members when tables are full.
  - c. to hold periodic tournaments, lessons and other scheduled events that may restrict access to open play. Notice of these events will be posted in the Billiards Center at least a week prior to the event.
  - d. to otherwise control who may play at what times.
4. There is no reservation system. The billiard tables are used on a first-come, first-use basis.
5. Guests must be accompanied at all times by a Member/Occupant.
6. Children must be tall enough and coordinated enough to hold a cue above the table and strike the cue ball properly without damaging the felt of the table. Use common sense.
6. Food and alcohol are not permitted in the Billiards Center, without Board approval.
7. Non-alcoholic beverages must have a secure lid or top (no open containers), and must be kept away from the tables at all times.
8. During play, at least one foot must be on the floor at all times. Sitting, standing or lying on the billiards tables is prohibited.
9. When play is complete: erase all players' names and scores from the board, place the balls in the table pockets, put away cue chalk, cover the table, wipe up the tabletop between the chairs and dispose of all trash in an appropriate receptacle.
10. Paid instructions are only allowed using Billiard Club established programs.

P. Softball Complex

The Softball Complex is a private facility for Members/Occupants and their guests. The following rules will apply:

1. Use of the softball field/complex is restricted to playing or practicing softball only. No other activities or use of the complex is permitted.
2. The softball complex is available for use during daylight hours only (the field is not lighted) for playing senior softball by Member/Occupants and guests 19 years of age or older. Non-playing children under age 19 must be accompanied by a Member/Occupant at all times while at the facility.
3. Glass containers are not permitted in the complex.
4. No pets are allowed on the field area.
5. The use of the complex will follow a schedule for activities (games, practice and open play) determined by the Sun City Texas Softball Club (SCTSC) which will be published semi-annually on its website with any open dates available for scheduling. Any persons participating in an organized event not associated with the SCTSC and using the field without proper prior scheduling will be asked to leave.
6. A group of Members/Occupants wishing to schedule an event and reserve the field on any open date must request the reservation 30 days prior to the intended use from the President of SCTSC. If approved by the SCTSC, the reservation will constitute a SCTSC sponsored event. Arrangements may be made to use the SCTSC senior softball equipment available at the site. This equipment may consist of bats, balls and bases, which will not be available otherwise. All groups are responsible for cleaning up the field and related areas and leaving the field in a playable condition as they found it.

Q. Pickleball Courts

The pickleball courts are private facilities reserved for use by Members/Occupants and their guests. For more information on the court usage rules and regulations, refer to the Sun City Texas Pickleball Club (SCTPC) Rules and Regulations, which are posted at the pickleball courts and on the SCTPC website.

R. Dog Park

The dog park is a private facility reserved for the exclusive use of Members/Occupants and their guests. The following rules apply to all dog parks in the community:

1. The dog park may only be used from sunrise to sunset.
2. All dogs must be leashed and under the direct physical control of a person capable of controlling the dog when entering and exiting the park.

3. Dogs must weigh 30 pounds or less to enter the small dog park.
4. Dogs must weigh 30 pounds or more to enter the large dog park.
5. Each dog using the dog park must have a current rabies vaccination tag displayed on its collar, must be current on all other vaccinations required by the Williamson County Health Department, and must be healthy and free of diseases and parasites.
6. Each dog using the dog park must always be in view of, and under the voice control of, its owner. Owners/handlers must carry a leash with them at all times when their dog is present in the dog park, even if the dog is not currently on the leash. No dog may ever be left unattended while at the dog park. No choke-chains, prog collars, spiked collars, or shock collars are permitted in the park
7. No owner/handler may have more than two dogs in the dog park at any given point in time.
8. Any dog that exhibits aggression toward any person or animal must be immediately leashed and removed from the dog park.
9. Dogs under the age of four months are prohibited from using the dog park.
10. Dogs that are currently "in heat" are prohibited from using the dog park.
11. Dog owners/handlers must immediately pick up and properly dispose of all feces.
12. With the exception of water, no food or drink (animal or human) is permitted in the dog park. No glass or metal containers are permitted in the park. No smoking is permitted in the park.
13. No recreational equipment including bicycles, carts, skateboards, or motorized vehicles is permitted in the park.
14. Children should be supervised by an adult.
15. Owners/handlers waive liability for any injury or damage caused by dogs or humans while accessing and using the park and as a condition of use of the park agree to indemnify and hold harmless the Association from all claims and damages against the Association related to the Owner's/handler's use of the dog park.
16. USE OF THE DOG PARK IS AT THE USER'S SOLE RISK. DOG OWNERS/HANDLERS ARE RESPONSIBLE FOR ALL ACTIONS AND BEHAVIOR OF THEIR DOG(S) AT ALL TIMES.

#### S. Fishing Ponds

The fishable bodies of water in Sun City Texas are for the pleasure of the Members/Occupants and their guests. The three lakes where fishing is allowed are Berry Creek (located adjacent to Del Webb Blvd.) The Retreat Pond (located at 1220 Cattleman Drive) and the Cowan Creek fishing pond (located off of Cool Springs Way). The ponds will be stocked by the Community Association with help from the Sun City Rod and Gun Club and recommendations from the Pond Management Committee. The following rules apply:

1. The fishing pond is maintained by the CA for the enjoyment of Sun City residents and their guests. No fishing license is required at the Cowan Creek or Retreat Fishing Ponds, however, a fishing license is required for Berry Creek, since it is a state waterway.
2. Fishing is confined to:
  - A. Cowan Creek: The areas between the fishing platforms. Fishing is off limits along the golf course side of the pond. The use of fishing platforms is encouraged especially for small children.
  - B. Berry Creek: The North (walking path) side between the dam and the golf tee box on Legacy Hill's hole number 2.
  - C. At the Retreat Pond.
  - D. Fishing is not permitted in any other waterways or ponds with the Sun City Texas properties.
3. Children under age 16 must be accompanied by an adult.
4. A catch and release policy is in effect unless otherwise explicitly stated.
5. Fishing is restricted to a single rod/reel per person fishing. Trot lines and cast nets are prohibited.
6. Swimming, wading, floats or boats of any kind are prohibited on the pond unless approved by the CA, with the exception of the CA-approved retrieval boat. The Cowan Creek fishing pond uses reclaimed wastewater as water supply.
7. Other fish, animals or plant life must not be released into the pond. No live minnows are to be used as bait.
8. Dogs are prohibited in the pond.
9. Golf carts are prohibited on the pond walkways.
- 10. Individuals assume any and all risk associated with the use of the pond.**
11. Operating remote control boats is allowed on Berry Creek Pond, Cowan Creek Pond, and the Retreat Pond with these stipulations:
  - A. The three ponds are available for wind and electric powered RC Boats
  - B. Electric boats may not exceed 15 mph on the Cowan Creek Pond and at no time will gas or glow/nitro fueled power RC boats be permitted.
  - C. Boaters should select areas away from fisherman for launching/retrieving and proceed to non-fishing areas of the pond after launching for boating activities.

D. Under no circumstances will anyone enter the pond to retrieve a disabled or sunken RC boat except by CA approved methods.

E. Residents are cautioned at all times to be mindful of their proximity to the water's edge and to be aware of and take necessary safety precautions. The Cowan Creek fishing pond uses reclaimed wastewater as water supply.

F. Buoys may be placed in Berry Creek Pond to mark courses for boat racing. Buoys may not be placed in the Cowan Creek or Retreat Ponds for any reason.

#### T. Disc Golf

The Disc Golf course is a private facility reserved for use by Members/Occupants and their guests. For more information on the course usage rules and regulations, refer to the Sun City Texas. Disc Golf Club Rules and Regulations, which are posted at the Disc Golf Club SCT charter club website.

## VII. Rules for Preserves, Parks and Open Space Areas

A variety of open space Common Area exists within the Sun City Texas development. These open space areas are private property available for the recreational use of Members/Occupants and their guests subject to these Rules and any restrictions in the other Governing Documents.

#### A. Preserve Areas

The Preserve Areas consist of those portions of the Common Areas that have been left in their native state and are identified as "Open Space" or "Control Preserve" on the plats for Neighborhoods in Sun City Texas and as Level IV, native Texas landscape zones as designated on all Community Association maintenance maps. Preserve Areas may include Karsts, which may serve as habitat for endangered species and/or be critical to ground water recharge conditions in the area around Sun City Texas. ***Entry into these preserve areas is prohibited. The sole exception for entering these areas is while using designated nature trails and otherwise in compliance with posted rules.***

Preserve Areas may not be altered or modified by any Person, as further provided in Section V(C) above. No motorized vehicle may be used on the Preserve Area without the prior written consent of the Community Association. Camping and picnicking in the Preserve Areas is prohibited. When using the Preserve Areas, Members/Occupants and guests shall comply with all posted rules. (*See also* Section VII(C) (2) below.)

#### B. Parks

The parks may be reserved for private events in accordance with reservation policies established by the Board. All other space may be used on a first-come, first-served basis.

1. Legacy Hills Park includes a picnic pavilion, picnic areas, playground structures, benches, and drinking fountains.
2. Berry Creek Park has a flat walking path, model plane club airstrip and no restroom facilities.
3. Cowan Creek Amenity Complex has a covered pavilion with water fountains, a short loop nature trail loop, a miniature golf course and a fishing pond.
4. The Retreat Amenity Complex has a covered picnic pavilion, a fishing pond and nature trails.
5. The Silver Hall Amenity Complex has multiuse space.

C. Sidewalks, Walking Paths and Nature Trails

1. All wheeled vehicles, including but not limited to golf carts, bicycles, skateboards and motorized vehicles, are prohibited on all sidewalks, walking paths and nature trails. Only personal conveyance carts such as motorized wheelchairs and personal mobility devices (scooters) for handicapped and or disabled individuals, and bicycles or tricycles being used by children when accompanied by a supervising adult are the only wheeled vehicles authorized for use on sidewalks, walking paths and nature trails.
2. **While using Sun City nature trails , individuals must stay on the designated pathways. Wildlife habitat and other sensitive areas are adjacent to our trails. Snakes, ticks, fire ants and other biological hazards, often not visible, are found in these areas. To protect both trail users and the flora and fauna that thrive in our beautiful and diverse natural areas throughout Sun City, the following rules have been established.**
  - Trails are reserved for Sun City Texas residents and their accompanied guests.
  - Respect the privacy of fellow residents by entering and exiting by trailheads only.
  - All trails close at dark.
  - No bicycles, golf carts, or motorized vehicle.
  - Absolutely NO SMOKING in natural areas.
  - Pets on lease only.
  - Carry out trash and animal waste.
  - Do not prune or cut vegetation.

**These rules are published on all trail head signs and trail brochures and maps. Trail users are expected to understand and comply with these rules. Trail users should also report any trail conditions that represent a hazard or those needing maintenance to the Property and Grounds Committee email box ([capandg@sctexas.org](mailto:capandg@sctexas.org)).**

D. Other Open Space Common Area Rules

1. Littering while on sidewalks, walking paths, nature trails, or other Common Area is prohibited. When using nature trails, trash must be carried out and deposited in a trash receptacle.
2. Dogs must be on a leash at all times whenever outside of a fenced area. All dogs must be controlled so as not to interfere with or pose a threat to any Person or other animal, whether wild or domestic. See article V, Paragraph S, for rules for the Dog Park. No pets will be allowed to roam free in common or residential areas.
3. The Person handling a dog on Common Area open space must immediately remove and properly dispose of that dog's feces, including from nature trail areas.
4. Picking, collecting or adding plant material to or from a from Common Area open space is prohibited, unless done with the prior written consent of the Community Association Board of Directors or the Executive Director.

E. Wildlife Management

1. Wildlife Management

The Board shall have the right and power, but not the obligation, to take any actions in accordance with appropriate law and adopt any policies as may be necessary for the control, relocation, management and/or extermination of wildlife, including but not limited to deer, turkeys, armadillos, skunks, opossums, snakes, reptiles, rodents, feral pigs, carnivores of any species and other pests within the Area of Common Responsibility. Owners shall not feed wildlife on the Properties except in accordance with Board Regulation.

2. Harassment and Feeding of Wildlife.

Harassment and feeding of wildlife. Except for raised bird feeders maintained on residents' property, feeding wildlife by any means within the Properties is prohibited. The capture, trapping, or killing of wildlife is prohibited, except in circumstances when wildlife poses an imminent threat to the safety of persons or pets on the Properties, or when such action is authorized and supervised by the Board in accordance with a game management program. For purposes of this provision, "wildlife" refers to native species that naturally and commonly exist in a wild state, including but not limited to deer, turkeys, armadillos, skunks, feral pigs, raccoons, opossums, squirrels, reptiles, rabbits, and carnivores of any species, including feral cats and feral dogs.

NOTE: State Game Law prohibits the trapping or hunting of animals within the city limits. Professionally Licensed Pest Control representatives can legally trap and remove damaging wildlife from resident property at the property owner's direction.

## REFERENCES:

1. CC&R VIII. Section 8.9
2. City of Georgetown Municipal Code Chapter 8.05.030

## VIII. Rules for Golf Courses

The Sun City Texas Golf Courses (including practice putting and pitching greens) are private. Play is limited to residents, resident accompanied guests, and participants in non-resident tournaments. For more information on golf course rules refer to the *Sun City Texas Golf Policy* on the Sun City Texas Community Association website, *Golf* page.

The golf course properties are for golfing purposes only except as expressly provided herein. Walking, jogging, running, use of bicycles or other vehicles, including golf carts (other than those used by golfers or maintenance personnel) are not allowed on golf courses at any time, including early morning and evening hours when golfers are not on the course(s).

Residents may walk on the golf course cart paths ONLY when specifically allowed by the Board and the Golf Operations and communicated in advance to the community. Specific Rules must be followed to ensure safety of all. When walkers are allowed, golf carts, bicycles and other vehicles will not be permitted on the cart paths.

All such recreational use must cease and residents must wholly vacate the course no later than the times allowed. Presence on the course other than at a time and in a manner authorized by this rule may result in revocation of any resident's right to use the course (for golf, walking, or other purposes) in the Board's discretion. Pets may be allowed to be walked during these times but must be on a leash and must be cleaned up after (scoop the poop). No other times are pets allowed on the courses.

## IX. Leasing Rules

The right of and Owner to lease a Dwelling Unit is restricted under Section 4.4(h) of the Declaration and Section 4 of the Use Restrictions (attached as Exhibit "C" to the Declaration). Prior to leasing a Dwelling Unit, each Owner is responsible for ensuring that such leasing will be in compliance with then-current leasing restrictions, rules and policies of the Community Association. In order to ensure such compliance, prior to executing a lease for a Dwelling Unit, each Owner is required to obtain from the Community Association a Leasing Packet, which shall summarize all current restrictions, rules and policies, and which specifically shall include an addendum that must be attached to the lease to ensure that the right to occupy the Dwelling Unit under the lease is subject to an obligation of tenants and occupants to comply with the Governing Documents.



## **X. Open House Event Rules**

### **A. Purpose.**

1. The purpose of these rules is to comply with the requirements specified in Sun City Texas Governing Documents related to open house events, to eliminate signs that do not conform to those documents, and to assist homeowners and real estate firms and agents in selling/leasing/renting homes.
2. Exceptions require approval of the SCTCA Board of Directors.

### **B. Responsibility for Compliance.**

1. The SCTCA Executive Director and the Community Standards Director are responsible for implementing, enforcing and administering these rules.
2. Homeowners, real estate firms, and agents are responsible to comply with these rules if they desire to conduct open house events in Sun City Texas.
3. The Community Standards Director and/or the Covenants Committee is responsible for investigating any violations of these rules. The Covenants Committee may take actions in accordance with SCTCA Governing Documents to include prohibiting participation in open house events.
4. The Covenants Committee is responsible for reviewing, updating and recommending changes and amendments to these rules to the Board for its review and approval including answering questions of interpretation.

### **C. Signs for Open House Events.**

1. The SCTCA Declaration of Covenants, Conditions and Restrictions specify rules regarding signage. Subdivision deed restrictions can be, and often are, more restrictive than the City of Georgetown ordinances.
2. A single “for sale”, “for lease”, or “for rent” sign may be displayed on the privately-owned residential property. A container with the flyers or brochures describing the property and attached to the sign is permitted.
3. A single “open house” sign may be displayed on the privately-owned residential property in addition to the single “for sale/lease/rent” sign authorized for each property during the open house event but must be removed daily upon termination of open house hours.
4. No other signs related to open house events may be displayed in any common area within the Sun City community. This includes all street and/or roadway rights-of-way, lamp posts, all SCTCA owned property, and all privately-owned residential property. Signs violating this requirement will be removed, discarded and destroyed.
5. Signs may not be accompanied by music or other sounds, display streamers, balloons, or other items that might distract motorists or adjoining property owners or residents.

D. Flyers for Open House Events. SCTCA provides the following to facilitate open house events within the Sun City Texas community.

1. Display cases for open house flyers are available on the outside wall of the Community Entry House located on Del Webb Boulevard near the entrance on Williams Drive.
2. Flyers may only be displayed in these display cases or in a container attached to “for sale”, “for lease”, or “for rent” sign as specified in paragraph C.2. above.
3. Flyers may be no larger than 8.5 inches by 11 inches (normal stock paper)
4. Flyers may be designed to meet the individual needs of each home owner, and must contain directions from the Entry House to the street address of the privately-owned residential property having an open house event.
5. Home owners and real estate agents placing flyers in the display cases may not use more than one display position for each open house event, and will not move flyers of other home owners or real estate agents that are already displayed to another display position.
6. Home owners and real estate agents should remove all flyers from display cases when the open house is completed. Flyers remaining in display cases after the open house is completed will be removed and destroyed.
7. Flyers may not be placed on lamp posts, on street and/or roadway rights-of-way, or CA-owned or privately-owned residential property.

## **XI. Enforcement Policy**

### **Summary of Enforcement Policy**

1. Send Courtesy Warning Letter (optional)
2. Send 209 Violation Notice (In accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

*The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.*

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the governing documents other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy

also covers situations where an owner or someone the owner is responsible for has damaged Association property.

## 2. **Violation Notices.**

i. Courtesy Warning Letter (optional). At the sole option of the Board, compliance committee, or management professional, the Association may send a Courtesy Warning Letter.

ii. 209 Violation Notice. If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, manager, or compliance committee in addition to all other available remedies, may:

A. Send a certified warning letter noting a possible fine and/or other remedy.

\*If the violation is curable, any fine will levy if the violation is not cured by a stated deadline.

\*If the violation if an incurable or health/safety violation, the fine will levy immediately.

\*Other remedies include suspending common area usage rights and assessing a damage assessment.

Any such action shall be initiated by sending a 209 Violation Notice to the owner in accordance with state law.

iii. Subsequent Violation Notices for continuing or repeat violations. If an owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as by law such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.

## 3. **209 Violation Notices – Curable vs. Incurable Violations.**

i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.

ii. Incurable Violation. Incurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of incurable

violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited gathering.

4. **209 Violation Notices -- When a fine or damage assessment may be levied; Board hearings.**

- i. Curable Violations – Initial Fine. If an owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, any fine noted in the 209 Violation Notice shall not be levied. If the owner fails to cure the violation by the deadline, any fine noted in the 209 Violation Notice shall be levied after the time has lapsed for the owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held and a decision is made to uphold the fine.
- ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be imposed in a 209 Violation Notice for an uncurable violation, regardless of whether the owner subsequently requests a Board hearing.
- iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (*See* Section 2(iii) – Subsequent Violations, above.)

5. **Categories of Violations; Standard Fine Schedule.** The general categories of violations for which the Association may levy fines are the Declaration, Bylaws, Rules and policies, including design guidelines, Articles of Incorporation, and any amendments to the foregoing documents.

Below is the Standard Fine Schedule for violations. *The Board and/or Covenants Committee may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below). All fine amounts in the Standard Fine Schedule are daily, weekly, or one-time fines, per the Board and/or Covenant Committee's discretion. Any mailing or transaction fee may be applied and shall be considered part of the fine, in addition to the amounts below:*

- i. Curable Violations.
  - A. Courtesy Warning Notice: No fine.
  - B. 209 Violation Notice: \$25.00 fine; and/or  
suspension of common area usage rights if violation  
note cured by stated deadline
  - C. Subsequent Violation Notices: \$50.00 fine;  
\$100.00 fine;  
\$125.00 fine;

(Increases \$25.00 for each additional notice).

ii. Uncurable Violations.

A. 209 Violation Notice: \$50.00 fine; and/or  
Property damage assessment.

B. Subsequent Violation Notices: \$75.00 fine;  
\$100.00 fine;  
\$125.00 fine;

(Increases \$25.00 for each additional notice).

6. **Hearings.** If an owner receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held<sup>1</sup>. Hearings may be held at the election of the Board, management or Covenants Committee either in person or virtually. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to Covenants Committee or the Board. The Covenants Committee or the Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date. If a hearing is held before the Covenants Committee, the owner shall have the right to appeal the decision to the Board, pursuant to Section 3.29(d) of the Bylaws.
7. **Authority of agents.** The management company, Association attorney, Covenants Committee, and other authorized agents of the Association are granted authority to send violation notices, levy initial or subsequent fines according to the Standard Fine Schedule, levy property damage assessments, and levy enforcement costs, all in accordance with this Enforcement Policy. Such parties are also authorized to cure violations on any lot and assess costs incurred to the lot owner, pursuant to Sections 6.2 and 8.9 of the Declaration. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.

---

<sup>1</sup> See end of this section for Property Code section 209.007 hearing provisions at the time this rule was filed of record.

9. **Owners as Responsible Party.** If the owner, a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related lot.
10. **Unpaid amounts.** Unless otherwise determined by the board, accounts with delinquencies of more than 90 days will be referred to Association legal counsel for collection. Upon such referral legal counsel is authorized to take whatever action necessary to collect the amounts due including without limitation demand letters, lien filing, and foreclosure action, and in the event of bankruptcy, appropriate filings and motions and monitoring to protect the Association's interest.

TEXAS PROPERTY CODE §209.007

Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION.

- (a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.
- (b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.
- (c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.
- (d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.
- (e) An owner or property owners' association may use alternative dispute resolution services.
- (f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.
- (g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.
- (h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

## XII. Transfer Fees

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the buyer and will be assessed to the buyer's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the owner's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent and may be equivalent to the resale certificate fee or in any other amount.

The Association's fee schedule may include (without limitation) fees related to issuance of a resale certificate, questionnaires requested from lenders/title companies, statements of account, resale certificate updates, working capital fee due at closing, or other such fees.

Transfer fees include a fee based on the sales price of the Lot, pursuant to Article XIX of the Declaration. For purposes of this provision, the sales price of the Lot shall be deemed to be the Contract Sales Price as listed on the final HUD-1 settlement statement associated with the Lot closing. **Owner shall cause the title company for the sale to provide directly to the Association, at least three business days prior to the closing of the sale,** confirmation of the Contract Sales Price on the final HUD-1 of the sale, with confirmation that such amount accurately represents that Contract Sales Price that will be listed on the final HUD-1 for the sale, and is not subject to change.

Owner/transferor shall be legally responsible for paying this transfer fee. In the event that the transferor fails to pay such transfer fee, the transferee shall be jointly and severally liable for payment of the transfer fee, and such transfer fee may be charged to the transferee as a Benefitted Assessment, per Declaration Article XIX. Failure of Owner/transferor to cause the title company to provide the Association the information required herein in a timely manner may result in daily fines being assessed against the Lot, in the amount of \$100 per day, accruing for each day that the information is not provided past the deadline to provide it. In the event that a sale is not closed through a title company, Owner/transferor must provide other written evidence of sales price in a form acceptable to the Association in its sole discretion.

## XIV. Assessment Collection Policy

1. **PURPOSE:** The Board desires to adopt a standardized Assessment Collection Policy to set forth its determinations on such issues.
2. **SCOPE:** This policy applies to all “**Members**” of the Association, said Members having a contractual obligation to pay “**Base Assessments**”, “**Neighborhood Assessments**”, “**Special Assessments**” and “**Benefited Assessments**” (collectively, the **Assessments**) and other charges to the Association under the deed restrictions for Sun City Texas, including the most current Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Texas (the **Declaration**).
3. **DEFINITIONS:** Definitions for quoted terms can be found in Article II of the **Declaration**.
4. **REPONSIBILITY:**
  - 4.1. The Executive Director (Responsible Party) shall be responsible for reviewing, updating and recommending to the Board changes and amendments to this policy for the Board’s review and approval including answering questions of interpretation.
  - 4.2. The Executive Director or the Director of Finance and their designees shall be responsible for implementing, enforcing and administering this policy.
5. **THE POLICY:**
  - 5.1. **Introduction:** Sun City Texas is a vibrant and active community of residents, all of whom moved to Sun City Texas, at least in part, to enjoy the vast array of facilities and services provided and maintained by Sun City Texas Community Association, Inc. (the “**Association**”). The Association’s primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Sun City Texas residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection Policy set forth below.
  - 5.2. **Assessment Billing Cycles**
    - 5.2.1. **Base Assessments and Neighborhood Assessments.** “**Base Assessments**” and “**Neighborhood Assessments**” are billed prospectively. Current Members are billed for the full calendar year, with new Members billed pro-rata from the date of purchase.
    - 5.2.2. **Special Assessments and Benefited Assessments.** “**Special Assessments**” and “**Benefited Assessments**” (defined to include fines, damage assessments, and violation enforcement costs) are billed on an as-needed basis and in accordance with the governing documents.



**5.2.3.** Other amounts due, such as late fees and interest, are due in accordance with the governing documents.

**5.3. Due Dates; Payments.** All Assessments and other amounts owing to the Association are due within 30 days of the date the related invoice is sent to the Member, with the following exceptions:

**5.3.1. Base Assessments and Neighborhood Assessments.** Base Assessments and Neighborhood Assessments are due in full on January 1 of each year, except when an Owner elects to setup an automatic bank draft to make such payments in monthly or quarterly installments under paragraph 5.3.2 below.

**5.3.2. Automatic Bank Drafts.** For Members who elect to pay their Base Assessments and Neighborhood Assessments by means of automatic bank drafts on a monthly or quarterly basis, the related Assessment is due on the first business day of the related month or quarter.

**5.3.3. Failed Payments.** Checks returned for insufficient funds, dishonored automatic bank drafts, or other similar situations where a payment fails to process will result in the assessment of a fee determined by the board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.

**5.4. Delinquency.** Any Assessment or other amount due not paid within 30 days of its due date shall be deemed Delinquent. Delinquencies shall be handled as follows:

**5.4.1. Interest; Late Fees.** Delinquencies shall be charged interest on the sum owing at the rate of 1.25% per month, compounded monthly, until paid in full. A delinquent Owner may also be charged a monthly late fee to offset the administrative cost of dealing with the delinquent account. The amount of the Late Fee may be set from time to time by the Board.

**5.4.2. Delinquency Notices.** Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Director of Finance or some other Board designee, shall:

**5.4.2.1. First Notice.** Either (i) mail a notice of delinquency by first class mail to the Member's last known mailing address per Association records; or (ii) email a notice of delinquency by email to an email address the Member has provided to the Association.

**5.4.2.2. Second Notice.** If payment in full is not made within 30 days of the mailing of the First Notice, mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid within 45 days. Such Delinquency Notice shall be sent certified mail, return receipt requested and otherwise shall comply with the requirements of Texas Property Code §209.0064.

**5.4.3. Formal Collection Action.** If the Second Notice has been sent to an Owner and the Owner does not pay in full or arrange for payment in a manner approved by the Association within the 45-day period specified in that notice, the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized,

including but not limited to sending a Fair Debt Collections Practices Act demand letter, filing of a Notice of Lien in the chain of title to the related “**Lot**”, and initiating and carrying out a foreclosure of the Association’s lien against the Lot, all in accordance with State law notice and procedural requirements.

- 5.4.3.1. Substitute Trustees.** In order to facilitate the timely processing of foreclosure postings, if any, the Board hereby appoints any and all attorneys, employees and agents of Niemann & Heyer, L.L.P., to serve as substitute trustees for the purpose of foreclosing the Association’s lien against a Lot.

## **5.5. Miscellaneous.**

**5.5.1. Delinquency Report.** The Director of Finance shall prepare, and the Board shall review, at least quarterly, a Delinquency Report showing the status of all Member accounts with Assessments that are Delinquent by more than 30 days (i.e., more than 60 days have passed since the due date).

**5.5.2. Conflicts.** To the extent that this Assessment Collection Policy may conflict with the Declaration, federal law or State law, the controlling priority shall be as follows: federal law, State law, Declaration, Assessment Collection Policy.

**5.5.3. Authority to Vary from Policy.** In handling any particular Delinquent Assessment, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law.

## **6. Payment plans.**

**6.1. Effective date.** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.

**6.2. Eligibility for Payment Plan.**

a. **Standard Payment Plans.** An Owner is eligible for a Standard Payment Plan (*see* Rule (6.3) below) *only* if:

- 1) The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- 2) The Owner requests a payment plan no later than 45 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 45 days for payment, and describing the options for curing the delinquency). An Owner is responsible for confirming that the Association has received the Owner’s request for a payment plan within this 45-day period. It is recommended that requests be in writing; and
- 3) The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

b. Discretionary Payment Plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Board grant the Owners Discretionary Payment Plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., Association staff or the Association's attorney). The decision to grant or deny a Discretionary Payment Plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

**6.3. Standard Payment Plans**. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also paragraph 6.6 for Board discretion involving term lengths.)
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment. (Small initial payments with a large balloon payment at the end of the term are not allowed.) Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (e.g., check returned NSF).
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 1.25% per month, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a Standard Payment Plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.
- f. Additional conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.
- g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

**6.4. Account Sent to an Attorney/Agent for Formal Collections**. Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision at that point to grant or deny the Owner a Discretionary Payment Plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

**6.5. Default**. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law

without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payment received during a time an Owner is in default under any payment plan may be credited toward any category of charges (e.g., assessments, legal fees, collection costs, late fees, interest charges, fines, etc.) in any order determined by the Association. The foregoing notwithstanding, such payments may only be credited to fines in proportion to the overall amount owing from the Owner (e.g., if the Owner pays \$100.00 and 10% of the overall amount owing consists of fines, then \$10.00 may be credited to fines).

**6.6. Board Discretion.** The Board may vary the obligations imposed on Owners under payment plans on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in paragraph 6.3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

**6.7. Legal Compliance.** These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

## **7. REFERENCES:**

**7.1. *Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Texas (CC&Rs) -- 2014***

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2023097273**

Pages: 45 Fee: \$198.00

11/27/2023 01:29 PM

DLAM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas